had testified like a witness! The favorite plan for reform, at present, is that of the appointment of a commission of experts by the judges, to be paid for their services by the State. According to some, such a commission should be permanent, while others would prefer to have experts appointed only for individual cases as they came up. Either scheme would certainly be an improvement on the existing method.

IS A PAROL GIFT TO A BAILEE VALID? — The general question, whether a mere bailee of a chattel can be changed into its absolute owner by bare words of the bailor, appears to have been decided, for the first time in England, in the recent case of *Cain* v. *Moon*, [1896] 2 Q. B. 283. In that case the owner of a chattel delivered it to the defendant for safe keeping, as the court understood the facts; and afterwards, being seriously ill, she said to the defendant, "The note is for you if I die." The court here found a good *donatio mortis causa*, holding that, although a delivery of the chattel was necessary, as in the case of a gift *inter vivos*, the antecedent delivery with a different intent was sufficient. The decision went expressly on the ground that there was no direct authority on the point either way, and that it seemed reasonable that an antecedent delivery should be held sufficient, without requiring the intended donee to go through the form of handing back the chattel and again receiving it. It will be noticed that the court assume without discussion that the rule making delivery essential to the validity of the gift is to be applied in the same manner to a *donatio mortis causa* and a gift *inter vivos*. They do not give their theoretical view as to the nature of the transaction; but there seems to be no objection to calling it a parol license to the bailee to keep the chattel, which is acted upon by the bailee, and therefore becomes irrevocable. As a mere release of the bailor's right of action the words are, of course, without effect. Several American courts have reached, without much discussion, the same result as the court in *Cain* v. *Moon*. Two cases in point are *Providence Savings Inst.* v. *Taft*, 14 R. I. 502, and *Porter* v. *Gardner*, 60 Hun, 591.

LEGAL CAUSE. — The task of formulating a satisfactory rule for determining the existence of cause and effect in deciding whether, in an action based on tort, a plaintiff may hold a defendant liable for injuries to the former, continues to vex the courts. The Supreme Court of Canada recently handed down what is submitted to be a correct decision in *Grinsted* v. *Toronto Ry. Co.*, 24 S. C. R. 570. The facts were similar to those so often appearing in cases of this sort. The plaintiff, wrongfully ejected from one of the company's cars on a winter's night, took cold, and suffered an attack of bronchitis and rheumatism. He was allowed to recover for the sickness as an injury resulting from the defendant's act. The court rested their decision on the ground that the question whether the result was *proximate and natural* was to be determined by the jury.

So many rules, theories and maxims regarding Legal Cause have been evolved from the time of Lord Bacon down to the present day, that there is now a profusion of recorded thought tending to confuse a fundamentally important subject. It is submitted that to begin with the simplest possible statement of the question is the proper way to work